Basic Website Compliance Risk Snapshot Service Agreement

Estalytics Ltd trading as Stalytics
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1. Project Overview & Key Term Definitions

1.1 This Service Agreement is available to UK Business Clients only. By accepting this Agreement, the Client confirms that it is purchasing the Services wholly or mainly for business, trade, professional, organisational, or commercial purposes and not as a consumer. Consumers are not accepted for this Service.

1.2 This Service Agreement, together with the documents incorporated by reference herein, forms the "Agreement" for the provision of the Basic Website Compliance Risk Snapshot by Estalytics Ltd trading as Stalytics ("Stalytics") to the Client, and is governed by the Stalytics Master Terms & Conditions ("MTC").

1.3 In this Service Agreement, the following terms shall have the meanings set out below. Capitalised terms used but not otherwise defined herein shall have the meaning given to them in the MTC:

1.3.1 "Basic Snapshot" means the Basic Website Compliance Risk Snapshot provided by Stalytics under this Agreement: a limited, manual, human-led executive risk snapshot of selected public-facing Client Website URLs focusing on visible browser-observable website compliance risk indicators within the agreed fixed scope.

1.3.2 "Business Client" means: a Client purchasing the Services wholly or mainly for business, trade, professional, organisational, or commercial purposes, including companies, partnerships, charities, sole traders and other organisations, and whose purchase relates to a UK business website or UK business use case accepted by Stalytics.

1.3.3 "Client" means: you, the individual or legal entity purchasing the Services outlined in this Service Agreement.

1.3.4 "Executive Snapshot Report" means: the concise client-facing PDF report delivered as part of the Basic Snapshot.

1.3.5 "Handover" means: the final delivery of the Executive Snapshot Report and Limited Supporting Screenshot Folder to the Client by email or by secure digital download link sent to the Client In Writing.

1.3.6 "In Writing" means: communication via email to the official contact addresses provided by each party. For the avoidance of doubt, this constitutes a valid and legally binding form of written communication for all notices, approvals, and agreements under this contract.

1.3.7 "Limited Supporting Screenshot Folder" means: the limited folder of screenshots captured by Stalytics where relevant to support the observations included in the Executive Snapshot Report.

1.3.8 "Observation" means: a concise, evidence-supported note identifying a visible browser-observable website compliance risk indicator within the reviewed scope.

1.3.9 "Report" means: the final branded PDF Executive Snapshot Report delivered to the Client, containing the observations and limited analysis from the Basic Snapshot.

1.3.10 "Report Delivery Date" means: the date on which Stalytics notifies the Client In Writing that the Report has been delivered to the Client's nominated email address or otherwise made available to the Client.

1.3.11 "Service Agreement Modal" means: the digital acceptance interface on the Stalytics website where the Client confirms their acceptance of this Service Agreement and all documents incorporated by reference, including, as applicable to the service purchased, the Master Terms & Conditions (MTC) and the Data Processing Agreement (DPA), by ticking the relevant checkboxes prior to payment.

1.3.12 "Service" means: the Basic Website Compliance Risk Snapshot.

1.3.13 "Stalytics" ("we", "us", "our") means: Estalytics Ltd, a company registered in England and Wales with company number 16412155, trading as "Stalytics", the provider of the Services under this Agreement.

1.3.14 "Client Website" means: the website identified by the Client, comprising up to three (3) public-facing Website URLs in total, including the primary website URL, submitted by the Client and accepted by Stalytics for review under the Basic Website Compliance Risk Snapshot. Authenticated areas, logged-in areas, e-commerce checkout flows, private portals, non-public pages, multiple subdomains, complex technical systems, and wider digital estate review are excluded unless expressly agreed In Writing under a separate scope.

1.4 This Service Agreement governs the provision of the Basic Website Compliance Risk Snapshot as a one-time, fixed-scope, fixed-price service. Stalytics will perform a limited, manual, human-led review of selected public-facing Client Website URLs to identify visible browser-observable website compliance risk indicators relating primarily to cookies, visible consent/banner signals, and browser storage indicators. The assessment is carried out primarily by reference to observable website behaviour and, where relevant, the Privacy and Electronic Communications Regulations (PECR) and relevant Information Commissioner's Office (ICO) guidance, with reference to related UK General Data Protection Regulation (UK GDPR) principles where applicable.

1.5 The primary deliverables of this Service are the final Executive Snapshot Report and Limited Supporting Screenshot Folder, designed to provide the Client with a concise, decision-focused summary of visible website compliance risk indicators within the agreed fixed scope.

2. Scope of Services & Key Deliverables

2.1 The following deliverables are included in this fixed-scope, fixed-price Service:

2.1.1 Limited Executive Risk Snapshot Review:

2.1.1.1 Stalytics will carry out one limited browser-based review pass of up to three (3) public-facing Client Website URLs.

2.1.1.2 The Basic Snapshot is designed to identify visible browser-observable website compliance risk indicators. It is not a full audit, full technical investigation, or full evidence-led review.

2.1.1.3 The review may include limited checks of:

2.1.1.3.1 visible cookie or consent banner presence;

2.1.1.3.2 cookies visible in the browser DevTools Application panel;

2.1.1.3.3 Local Storage entries visible in the browser DevTools Application panel;

2.1.1.3.4 Session Storage entries visible in the browser DevTools Application panel;

2.1.1.3.5 Shared Storage entries visible in the browser DevTools Application panel;

2.1.1.3.6 IndexedDB entries visible in the browser DevTools Application panel; and

2.1.1.3.7 visible privacy/cookie policy link presence, where readily observable.

2.1.1.4 The Basic Snapshot does not rely on automated cookie scanning tools as a substitute for human review. It is a limited executive risk snapshot and is not intended to provide an in-depth technical audit.

2.1.1.5 Stalytics may group, summarise, prioritise, or omit minor, repetitive, low-value, unclear, unsupported, or out-of-scope observations where appropriate in order to keep the Report concise, decision-focused, and proportionate to the Basic fixed scope.

2.1.2 Executive Snapshot Report:

2.1.2.1 The Executive Snapshot Report is a concise PDF report. Its final length may vary depending on the number and nature of the observations identified within the agreed fixed scope and the layout required to present the Report clearly.

2.1.2.2 The Report may include:

2.1.2.2.1 Client and Client Website details;

2.1.2.2.2 reviewed URLs;

2.1.2.2.3 executive summary;

2.1.2.2.4 concise observations;

2.1.2.2.5 limited screenshot or evidence references;

2.1.2.2.6 suggested next step; and

2.1.2.2.7 limitations and exclusions.

2.1.2.3 The Report is intended for business decision-makers and is designed to be concise, readable, and focused on visible risk indicators rather than detailed technical explanation.

2.1.2.4 The Client acknowledges that the Report is provided for informational and internal business risk-assessment purposes only and shall not be relied upon as certification of legal compliance, regulatory approval, a formal attestation, or a legal defence.

2.1.3 Limited Supporting Screenshot Folder:

2.1.3.1 Stalytics may provide a Limited Supporting Screenshot Folder containing screenshots captured where relevant to support the observations included in the Report.

2.1.3.2 Screenshots will be captured only where Stalytics considers them relevant and proportionate within the Basic Snapshot.

2.1.3.3 The Limited Supporting Screenshot Folder is not a full evidence pack, forensic evidence bundle, detailed evidence index, Standard-tier evidence pack, or complete record of all browser activity observed.

2.1.3.4 Stalytics is not required to capture a screenshot of every cookie, storage entry, page state, or issue observed. Screenshots are included selectively to support the concise observations in the Report.

2.1.4 Intellectual Property Rights in Report:

2.1.4.1 All Intellectual Property Rights in the final Report are and shall remain owned by Stalytics. Subject to receipt by Stalytics of all sums due under this Agreement in full and cleared funds, Stalytics grants the Client a perpetual, non-exclusive, non-transferable, royalty-free licence to use, store, copy and share the final Report for the Client's internal business purposes in accordance with clause 8 of the Master Terms & Conditions. Stalytics may revoke or suspend this licence where the Client commits a serious or persistent breach of clause 2.1.5 (Permitted Use Restrictions), clause 8 of the Master Terms & Conditions, or any other material term governing use of the Report, and (where the breach is capable of remedy) fails to remedy it within a reasonable period after written notice.

2.1.4.2 Notwithstanding the foregoing, Stalytics expressly retains ownership of all pre-existing methodologies, frameworks, assessment techniques, templates, internal tools, prompt structures, reporting structures and background materials used in connection with the Basic Snapshot, whether or not embedded in the Report.

2.1.5 Permitted Use Restrictions:

2.1.5.1 The Client may use the Report solely for its internal business purposes, including internal decision-making and deciding whether to commission further review, remediation or implementation support.

2.1.5.2 The Client shall not resell, license, commercially exploit, publish, distribute, or represent the Report as a standalone commercial product or service without Stalytics’ prior written consent.

3. Important Disclaimers & Limitations of Service

3.1 Legal Disclaimer: Stalytics provides technical and commercial risk-oriented observations and is not a law firm. This Service and the resulting Report do not constitute legal advice. The Report is provided for informational purposes to assist the Client in identifying visible browser-observable website compliance risk indicators within the reviewed scope. The Client remains solely responsible for its legal compliance and should consult qualified legal counsel where legal interpretation is required.

3.2 For the avoidance of doubt, the Client acknowledges and accepts that the Report is provided for informational and internal business risk-assessment purposes only and shall not be represented or relied upon as certification of legal compliance, regulatory approval, a formal attestation, or a legal defence in any regulatory or court proceedings without Stalytics’ prior written consent.

3.3 Scope of Analysis: The Basic Snapshot is strictly limited to the public-facing URLs reviewed and the limited checks expressly included in this Agreement. It does not represent an audit of the Client's entire website, digital footprint, internal data-handling processes, unaudited pages, third-party platforms, or other business activities.

3.4 Nature of Deliverables: The Executive Snapshot Report is a concise decision-focused report. It is not a remediation action plan, budgetary remediation menu, technical specification, implementation plan, legal review, or formal compliance opinion.

3.5 No Guarantee or Warranty: While the Basic Snapshot is performed using reasonable skill and care, the digital and regulatory landscape is constantly changing. Stalytics makes no guarantee or warranty that acting upon the Report's observations or suggested next step will result in the Client being compliant, legally defensible, immune from regulatory action, or immune from legal challenge.

3.6 No Exhaustive Review: The Client acknowledges that the Basic Snapshot is a limited review and does not guarantee that all cookies, trackers, storage entries, consent issues, transparency issues, or compliance risks will be identified. The absence of an Observation in the Report does not mean that no issue or risk exists.

3.7 Professional Judgement: All observations and suggested next steps provided within the Report are based on Stalytics' professional technical judgement within the limited scope of the Basic Snapshot at the time of assessment. Observations represent professional opinion rather than statements of absolute legal fact.

3.8 No Certification or Attestation: The Basic Snapshot and Report do not constitute certification, accreditation, formal declaration of compliance, formal non-compliance finding, or approval by any regulatory body.

3.9 No Regulatory or Litigation Reliance: The Report is not prepared for the purpose of regulatory submission, litigation support, expert witness testimony, or evidentiary use in court proceedings. Stalytics shall not act as an expert witness, compliance certifier, legal adviser, or regulatory authority. The Client agrees that the Report shall not be represented as a formal compliance opinion, regulatory clearance, or legally determinative assessment.

3.10 Standard of Care: Stalytics shall perform the Basic Snapshot using reasonable skill and care consistent with the limited nature and fixed scope of the Basic Website Compliance Risk Snapshot.

4. Point-in-Time Assessment

4.1 The Client acknowledges that the Basic Snapshot and resulting Report reflect visible browser-observable indicators of the reviewed URLs only at the time the review is conducted. Client Website behaviour may change quickly.

4.2 Any changes made to the Client Website after the Basic Snapshot has commenced, including modifications made during the review period itself, may invalidate the applicability of the Report to the modified elements. Stalytics is not obligated to restart the Basic Snapshot or reassess elements that have been changed. Any further review following such changes will require a new and separate scope of work.

4.3 Stalytics shall have no liability for, and the Report does not cover, any compliance risks or issues introduced after the Basic Snapshot has been completed. This includes, but is not limited to, risks arising from:

4.3.1 the addition of new marketing scripts, analytics tags, tracking pixels, embedded tools or third-party technologies;

4.3.2 updates or changes to website plugins, extensions, themes, consent tools, tags, or the underlying Content Management System (CMS);

4.3.3 modifications to third-party services, widgets, embedded content, recruitment platforms, forms, video players, maps, or social media feeds; and

4.3.4 any other code, content, configuration, policy, consent, hosting, tag-management, or website changes made by the Client or its agents.

4.4 Stalytics has no obligation to update the Report to reflect subsequent changes in applicable laws, regulatory guidance, website behaviour, browser behaviour, third-party technologies, or the Client's website configuration unless expressly agreed under a separate written contract.

5. Out of Scope

5.1 To ensure the viability of this fixed-scope, fixed-price Service, the following are expressly excluded:

5.1.1 full evidence-led audit;

5.1.2 Standard Website Compliance Risk Audit process;

5.1.3 Enterprise Website Compliance Risk Assessment process;

5.1.4 full consent-state testing;

5.1.5 before-consent, reject-state, accept-state, preference-state or withdrawal-state testing as a structured process;

5.1.6 full network or script analysis;

5.1.7 full local storage, session storage, shared storage or IndexedDB analysis across consent states;

5.1.8 full cookie, tracker, script, storage or provider inventory;

5.1.9 source-code review;

5.1.10 provider-level investigation;

5.1.11 detailed policy wording review;

5.1.12 full evidence pack;

5.1.13 detailed evidence index;

5.1.14 remediation action plan;

5.1.15 budgetary remediation menu;

5.1.16 legal advice or legal interpretation;

5.1.17 policy drafting or rewriting;

5.1.18 remediation or implementation work;

5.1.19 retesting;

5.1.20 report revisions;

5.1.21 written clarification after delivery;

5.1.22 verbal debrief calls unless separately agreed In Writing;

5.1.23 follow-up advice unless separately purchased;

5.1.24 authenticated, logged-in, membership, account, portal, private or restricted areas;

5.1.25 e-commerce checkout flows;

5.1.26 multiple subdomains or multi-domain environments;

5.1.27 complex tag-management or server-side tagging environments;

5.1.28 wider digital estate review;

5.1.29 stakeholder workshops, implementation meetings, training sessions or internal staff briefings unless separately agreed In Writing.

5.2 Where any requested work, submitted URL, observed issue, client request, or technical complexity appears to fall outside the Basic Snapshot scope, Stalytics may pause the affected part of the Service and contact the Client In Writing before proceeding further with that issue.

5.3 The Client may be offered one or more options, including:

5.3.1 continuing with the Basic Snapshot using only the parts that remain within the agreed Basic scope;

5.3.2 moving to the Standard Website Compliance Risk Audit;

5.3.3 moving to the Enterprise Website Compliance Risk Assessment;

5.3.4 receiving a separate quote for custom work; or

5.3.5 cancelling the Basic Snapshot, with any refund assessed under this Agreement and the Master Terms & Conditions by reference to work already started or completed.

5.4 Unless the Client confirms a different option In Writing, Stalytics is not required to expand the Basic Snapshot beyond the agreed Basic scope.

5.5 If the Client does not respond within two (2) Business Days, Stalytics may continue with the Basic Snapshot using only the parts that remain within the agreed Basic scope, provided Stalytics reasonably considers this appropriate. If continuing within Basic scope is not reasonable, Stalytics may pause the engagement and record the matter for review.

6. No Included Clarification, Debrief, Revisions or Retesting

6.1 The Basic Snapshot does not include post-delivery written clarification, verbal explanation, report revision, retesting, remediation discussion, implementation support, technical follow-up, or legal interpretation.

6.2 The Report is final upon delivery.

6.3 Any request for further explanation, discussion, remediation planning, retesting, implementation support, technical follow-up, written clarification, legal advice, or a verbal debrief must be purchased separately or handled under a separate scope.

6.4 Stalytics may, at its discretion, respond to minor administrative issues such as an incorrect client name, obvious typographical error, broken delivery link, or missing file caused by Stalytics. This does not create a right to substantive report revision, re-analysis, retesting, or clarification.

7. Project Timeline & Handover

7.1 The estimated timeline for delivery of the final Report and Limited Supporting Screenshot Folder is three to five (3–5) Business Days, commencing from the date Stalytics receives payment and the required URLs from the Client, whichever is later.

7.2 The Report and Limited Supporting Screenshot Folder will be delivered by email, secure digital download link, or another agreed electronic delivery method.

7.3 Risk and Responsibility at Handover:

7.3.1 Risk in the final Report and Limited Supporting Screenshot Folder shall transfer to the Client upon Handover or upon the Report Delivery Date, whichever occurs first.

7.3.2 From the point of Handover, the Client is responsible for how it uses, stores, shares, interprets, and acts upon the Report and Limited Supporting Screenshot Folder, including obtaining legal advice, commissioning further review, or carrying out remediation where required.

8. Investment & Payment

8.1 The total fixed-scope, fixed-price investment for the Basic Website Compliance Risk Snapshot is £395.00 plus VAT at the prevailing rate. At the current UK VAT rate of 20%, the total price payable including VAT is £474.00.

8.2 Payment is payable in full before work begins, through the payment method specified by Stalytics, which may include the Stalytics checkout/clickwrap process, an invoice, or a secure payment link, unless otherwise agreed In Writing.

8.3 Stalytics is not required to begin work until payment has been received in full and cleared funds.

8.4 Cancellation requests must be made In Writing. Because the Basic Website Compliance Risk Snapshot is a fast-turnaround, fixed-scope, fixed-price professional service and work may begin shortly after purchase, any refund, where considered, will be assessed by reference to the work already started or completed.

8.5 As this Service is offered to Business Clients only, Stalytics does not offer a voluntary cooling-off period unless expressly agreed In Writing. Any cancellation or refund request will be assessed under this Agreement and by reference to the work already started or completed. Where the Client cancels In Writing before work has commenced, Stalytics will refund the amount paid less any non-recoverable administrative costs.

8.6 Internal delivery checkpoints may include:

8.6.1 setup and scope confirmation;

8.6.2 URL review;

8.6.3 browser-observable checks;

8.6.4 screenshot capture;

8.6.5 report preparation;

8.6.6 final review and compiling; and

8.6.7 completion.

8.7 Once the Report has been prepared, made available, or delivered, the Service shall be treated as substantially fulfilled. Dissatisfaction with the observations, risk direction, suggested next step, or Stalytics' professional judgement does not by itself create a right to a refund.

8.8 Nothing in this Agreement excludes any rights or remedies that cannot lawfully be excluded.

9. Client Responsibilities

9.1 To enable the Service, the Client is required to:

9.1.1 provide the primary URL of the Client Website to be reviewed;

9.1.2 provide up to three (3) specific public-facing page URLs for review via the compliance intake form, where requested;

9.1.3 confirm that they are purchasing as a Business Client;

9.1.4 confirm that they have authority to submit the Client Website and URLs for review;

9.1.5 confirm that the submitted URLs are public-facing;

9.1.6 confirm that the requested review does not include authenticated areas, e-commerce checkout flows, server-side tagging, private areas, restricted pages, or other excluded scope unless expressly agreed In Writing under a separate scope.

9.2 If the Client does not provide up to three (3) specific public-facing URLs within two (2) Business Days of purchase, Stalytics reserves the right to select up to three (3) representative public-facing pages, such as the homepage, contact page, privacy policy, cookie policy, or key service page, to proceed with the Basic Snapshot without delay.

9.3 The Report is prepared solely for the internal business purposes of the Client. Stalytics accepts no duty of care, liability, or responsibility to any third party. The Client may share the Report with its employees, contractors and professional advisers solely for internal business decision-making purposes. No third party shall acquire any rights against Stalytics by virtue of access to or reliance upon the Report.

9.4 The Client agrees not to represent the Report as legal advice, certification, regulatory approval, proof of compliance, proof of non-compliance, or a legal defence.

9.5 The Client agrees to indemnify and hold harmless Stalytics against any claims or losses arising from any representation made by the Client that their website is legally compliant or legally non-compliant based on the Report, or from any disclosure of the Report to third parties in breach of these terms.

9.6 No administrative access, developer access, CMS access, passwords, analytics access, tag-manager access, hosting access, or internal system access are required for this Service.

10. Agreement & Acceptance of Terms

10.1 This Service Agreement, together with the Stalytics Master Terms & Conditions, and any documents incorporated by reference therein, collectively form the entire binding Agreement between the parties in respect of this Service. For the avoidance of doubt, this Service Agreement corresponds to the “Basic Website Compliance Risk Snapshot” as described on Stalytics’ website at the time of purchase, subject always to the express terms of this Agreement.

10.2 Non-Reliance Statement: The Client acknowledges that it has not relied on any representations, statements, marketing materials, website content, service descriptions, or verbal assurances not expressly set out in this Agreement or the incorporated Master Terms & Conditions.

10.3 All descriptions of services on the Stalytics website, marketing materials, or communications are illustrative only and do not form part of this binding Agreement unless expressly incorporated herein.

10.4 By checking the required acceptance checkbox, completing the Service Agreement Modal, signing this Agreement (including by electronic signature), or confirming acceptance by email or other written acceptance, in each case prior to payment or commencement of work, the individual accepting this Agreement represents and warrants that they are an authorised representative of the Client with authority to bind the Client, and that the Client agrees to be legally bound by this Agreement and all incorporated documents.

10.5 Electronic Acceptance and Records: The Client acknowledges that acceptance of this Agreement is completed electronically. Records of transaction and acceptance maintained by Stalytics shall constitute conclusive evidence of acceptance of this Agreement, unless proven otherwise by the Client.

10.6 In the event of any inconsistency between this Service Agreement and the Master Terms & Conditions, the provisions of this Service Agreement shall prevail to the extent of the inconsistency.

10.7 The Client acknowledges that the Service Agreement Modal may record the selected tier, price, accepted agreement versions, incorporated document versions, business-purpose confirmation, authority confirmation, submitted URLs, qualifying answers, payment reference, and timestamped acceptance record.

10.8 The Client acknowledges that the Service Agreement Modal may require the Client to confirm that:

10.8.1 the purchase is for UK business purposes;

10.8.2 the Client has authority to submit the Client Website and URLs for review;

10.8.3 the submitted URLs are public-facing;

10.8.4 the requested review does not include authenticated areas, e-commerce checkout flows, private portals, multiple subdomains, server-side tagging, or other excluded scope;

10.8.5 the Client understands that the Basic Snapshot is a limited executive risk snapshot and not a full audit; and

10.8.6 the Client understands that no post-delivery clarification, debrief, retesting, revisions, remediation, implementation, legal advice, or follow-up advice is included unless separately agreed In Writing.

10.9 The Client acknowledges that the Basic Snapshot has a limited fixed scope and does not include post-delivery clarification, debrief, retesting, revisions, remediation, implementation, legal advice, or follow-up advice unless separately agreed In Writing.

10.10 Data Processing Agreement. The parties agree that the Stalytics Data Processing Agreement applies to this Service in respect of any personal data that appears incidentally within screenshots, browser storage records, network observations or other evidence captured or processed by Stalytics in the course of the review, and that in respect of such personal data the Client acts as Controller and Stalytics acts as Processor, in accordance with clause 2.10 of the Data Processing Agreement and clause 9 of the Master Terms & Conditions.

11. Limitation of Liability

11.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability which cannot lawfully be excluded.

11.2 Subject to clause 11.1, and to the Master Terms & Conditions and (where it applies) the Data Processing Agreement, Stalytics' total aggregate liability arising out of or in connection with the Basic Snapshot shall be limited as set out in clause 12 of the Master Terms & Conditions. For the avoidance of doubt, nothing in this clause reduces the minimum liability cap in clause 12.3 of the Master Terms & Conditions, or any separate data-protection liability cap in the Data Processing Agreement, nor limits any liability expressed to be uncapped under those documents.

11.3 Claim Period:

11.3.1 Business Clients: Subject to clause 11.1, any claim arising out of or in connection with the Basic Snapshot must be brought within ninety (90) days of the Report Delivery Date, after which no such claim may be brought. This time limit does not apply to any liability that cannot lawfully be limited or excluded. This time limit also does not apply to Data Protection Liability as defined in Section 10 of the Data Processing Agreement.

11.4 The Client acknowledges that the fee reflects the allocation of risk and the limitation of liability set out in this clause and in the MTC.

12. Governing Law & Jurisdiction

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of England and Wales.

12.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim, including non-contractual disputes or claims, arising out of or in connection with this Agreement or its subject matter or formation.